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39-21 (52888/02)  
MTC 6851.3  
PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of Wenda M. Mason  
Serial No. 09/692,797  
Filed October 20, 2000  
For FATTY ACID-BASED HERBICIDAL COMPOSITION

Art Unit 1616

December 20, 2002

To the Assistant Commissioner of Patents  
Dear Sir:

\* Please enter the enclosed Power of Attorney and Revocation of Prior Powers, Certificate Under 37 CFR 3.73(b) and the two Assignment documents into the record of the above-referenced patent application.

Respectfully submitted,

Kathleen M. Petrillo, Reg. No. 35,076  
SENNIGER, POWERS, LEAVITT & ROEDEL  
One Metropolitan Square, 16th Floor  
St. Louis, Missouri 63102  
(314) 231-5400

CERTIFICATE OF MAILING

I certify that this Letter to the Assistant Commissioner of Patents is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on this 20th day of December, 2002.

  
Lori Macke

KMP/lam  
\*Enclosure



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PATENT

*P. Terry*  
#11  
1-23-03  
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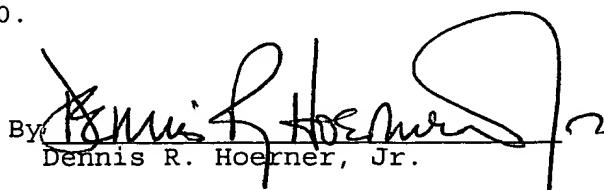
POWER OF ATTORNEY BY ASSIGNEE OF  
ENTIRE INTEREST AND REVOCATION OF  
PRIOR POWERS AND PERMITS TO INSPECT

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS,  
SIR:

Monsanto Technology, LLC, assignee of the entire right, title and interest in and to the invention of the above application, hereby revokes and cancels all existing powers of attorney in the above-entitled application and appoints Joseph A. Schaper, Reg. No. 30,493, Dennis R. Hoerner, Jr., Reg. No. 30,914 and Grace L. Bonner, Reg. No. 32,963 of Monsanto Technology LLC, 800 North Lindbergh, St. Louis, Missouri 63167, and John K. Roedel, Jr., Reg. No. 25,914, Kathleen M. Petrillo, Reg. No. 35,076, Edward J. Hejlek, Reg. No. 31,525, Vincent M. Keil, Reg. No. 36,838, Paul I. J. Fleischut, Reg. No. 35,513, Derick E. Allen, Reg. No. 43,468, Jamie E. Davis, Reg. No. 47,516, Christopher M. Goff, Reg. No. 41,785, Richard A. Schuth, Reg. No. 47,929 and James D. Harper, Reg. No. 51,781 of Senniger, Powers, Leavitt & Roedel, One Metropolitan Square, 16th Floor, St. Louis, Missouri 63102, and or their duly appointed associate, attorneys in said application, with full power of substitution, revocation and addition, to prosecute this application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith.

The undersigned hereby revokes and cancels all existing permits to inspect the official file of the above-entitled application.

It is requested that all correspondence in connection with this application be addressed to principal attorney of record, Kathleen M. Petrillo, Reg. No. 35,076 of the law firm of SENNIGER, POWERS, LEAVITT & ROEDEL, One Metropolitan Square, 16th Floor, St. Louis, Missouri 63102 and telephone (314) 231-5400.

BY:   
Dennis R. Hoerner, Jr.

Title: President

Dennis R. Hoerner  
President

Authorized to sign this document for  
Monsanto Technology LLC  
by action of sole member,  
dated March 15, 2001

Date 11-11-02



39-21 (52888/02) MTC 6851.3

PATENT

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Application of Wenda Mason  
Serial No. 09/692,797  
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TECH CENTER 1600/2900

COMMISSIONER OF PATENTS AND TRADEMARKS  
WASHINGTON, D.C. 20231

CERTIFICATE UNDER 37 CFR 3.73(b)

Monsanto Technology LLC, a Delaware corporation, certifies that it is the assignee of the patent identified above by virtue of either:

A. [ ] An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_, Frame \_\_\_\_, or for which a copy thereof is attached.

OR

B. [X] A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

1. From Wenda Mason

To Safer, Inc.

The document was recorded in the Patent and Trademark Office at Reel 5501, Frame 0827.

2. From Safer, Inc.

To Refas, Inc.

Safer, Inc. changed its name to Refas, Inc. effective November 13, 2000. The Certificate of Amendment of Certificate of Incorporation of Safer, Inc. filed with the Secretary of State of the State of Delaware on January 3, 2001 documents the name change from Safer, Inc. to Refas, Inc. This document was recorded in the Patent and Trademark Office at Reel 11870, Frame 0680, and was corrected at Reel 12128, Frame 0625.

3. From Refas, Inc.

To Monsanto Company

The document is dated January 2, 2002 and was submitted for recordation on November 5, 2002. A copy thereof is attached.

4. From Monsanto Company

To Monsanto Technology LLC

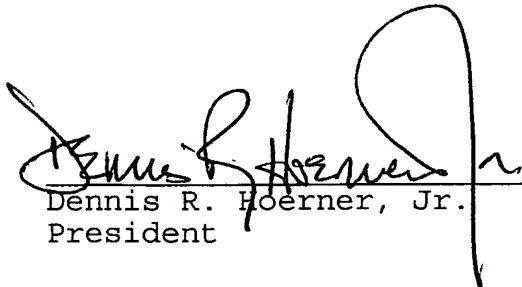
The assignment document is dated November 11, 2002 and is being submitted for recordation on the same date as this certification document. A copy of the assignment is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent.

11-11-02

Date



Dennis R. Hoerner, Jr.  
President

Dennis R. Hoerner  
President  
Authorized to sign this document for  
Monsanto Technology LLC  
by action of sole member,  
dated March 15, 2001

ASSIGNMENT OF PATENT

This Patent Assignment Agreement between the following named parties is dated and made effective as of the 2nd day of January, 2002, pursuant to the provisions of the **ASSET PURCHASE AGREEMENT** entered into as of January 2, 2002, by and among MONSANTO COMPANY, a Delaware corporation, VERDANT BRANDS, INC., a Minnesota corporation, formerly known as Ringer Corporation, and its wholly-owned subsidiary, REFAS, INC., a Delaware corporation, formerly Safer, Inc.

In consideration of the terms of the **ASSET PURCHASE AGREEMENT**, the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VERDANT BRANDS, INC., a Minnesota corporation, formerly known as Ringer Corporation, and its wholly-owned subsidiary, REFAS, INC., a Delaware corporation having its principal place of business at 9100 West Bloomington Avenue, Suite 113, Bloomington, Minnesota 55431, formerly Safer, Inc., a Delaware corporation having its principal place of business at 9100 West Bloomington Avenue, Suite 113, Bloomington, Minnesota 55431, (hereinafter collectively "Assignor") hereby sells, assigns, transfers, sets over, and conveys, any and all of its entire right, title, and interest in, to and/or under the inventions and improvements described and/or claimed in United States Patent Application Serial No. 07/608,306, filed November 2, 1990, and all continuation, reissue or divisional applications thereof and/or issued patents therefor; United States Patent Application Serial No. 08/309,559, filed September 20, 1994 and all continuation, reissue or divisional applications thereof and/or issued patents therefor; United States Patent Application Serial No. 09/692,797, filed October 20, 2000 and all continuation, reissue or divisional applications thereof and/or issued patents

therefor; and International Application No. PCT WO 91US8072 (International Publication No. WO 92/07467) and all national applications therof and/or issued patents therefor, in and for the United States of America and all foreign countries, including all rights to income and/or royalties, all treaty and convention rights and the right to sue for present, past, and future infringement, the same to be held and enjoyed by said MONSANTO COMPANY, a Delaware corporation having its principal place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167, (hereinafter "Assignee"), its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made; and Assignee, hereby acknowledges said assignments;

And said Assignee is hereby authorized to make application for, to prosecute, and to receive Letters Patent for any and all of said inventions and improvements in any and all of said countries at its election;

And the Assignor hereby declares that it consents without any objection that said Assignee may, if necessary, take the steps for the recordation of the change of name of Safer, Inc. to REFAS, INC. with respect to the subject matter of this assignment;

And the Assignor hereby declares that it consents without any objection that said Assignee may take the steps for the recordation of this assignment in the sole name of the Assignee;

And by this covenant, Assignor agrees that it will execute or procure any further necessary assurance of title to said invention and Letters Patent on behalf of Assignee, and at any time, upon the request of said Assignee, without further compensation, will execute and deliver, and/or obtain the execution and delivery of, any and all documents, papers and/or the like that

Assignee believes may be necessary or desirable to perfect, record, register and/or memorialize the title to said inventions or any Letters Patents which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request of said Assignee, will execute and/or obtain the execution of any additional, continuation, reissue or divisional applications for patents for said inventions, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, its successors, assigns, or other legal representatives;

And the Assistant Commissioner for Patents is hereby authorized and requested to issue any and all Letters Patent of the United States of America for said inventions to said Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have each caused the Assignment Agreement to be executed by its duly authorized officer, identified below, as of the date initially set forth above.

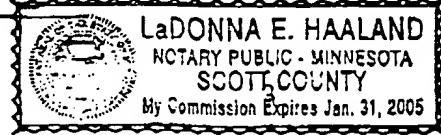
VERDANT BRANDS, INC.  
(ASSIGNOR)

By: Bruce R. Miller  
Title: President

Subscribed to and sworn to before me, a notary public, this 2 day of January 4  
2002

My commission expires:  
1-31-05

LaDonna E. Haaland  
Notary Public

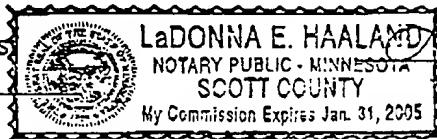


REFAS, INC. (formerly Safer, Inc.)  
(ASSIGNOR)

By: Bryan R. Wally  
Title: President

Subscribed to and sworn to before me, a notary public, this 2 day of January  
2002

My commission expires  
1-31-05



LaDonna E. Haaland  
Notary Public

MONSANTO COMPANY  
(ASSIGNEE)

By: Grace L. Bonner

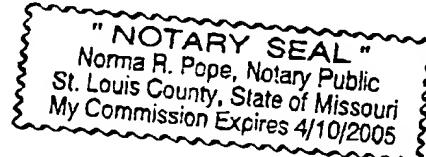
Title:

Grace L. Bonner,  
Intellectual Property Counsel  
Authorized to sign this document for  
Monsanto Company by resolution  
of the Board of Directors,  
dated September 20, 2000.

Subscribed to and sworn to before me, a notary public, this 27<sup>th</sup> day of September  
2002

My commission expires:  
4/10/2005

Norma R. Pope  
Notary Public



ASSIGNMENT

1. **WHEREAS** Monsanto Company of St. Louis, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignor), is the owner of the entire right, title and interest in and to certain patent applications of the United States and the inventions disclosed therein; and

2. **WHEREAS**, Monsanto Technology LLC of St. Louis, Missouri, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title and interest of Assignor;

3. **NOW, THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said patent applications and all patents issuing thereon, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said patent applications; including specifically, without limiting the generality of the foregoing, the United States patent applications listed below.

4. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, to the ends of the respective full terms for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. **AND** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.

6. **AND** Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

7. **AND** Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed, Assignor's right, title and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. THE UNITED STATES PATENT APPLICATIONS ARE AS FOLLOWS:

<u>Serial No.</u>	<u>Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
07/608,306	11/2/90	Wenda Mason	Fatty Acid-Based Herbicidal Composition
07/799,661	11/21/91	Wenda Mason	Fatty Acid-Based Herbicidal Composition
08/111,282	8/24/93	Wenda Mason	Fatty Acid-Based Herbicidal Composition
08/309,559	9/20/94	Wenda Mason	Fatty Acid-Based Herbicidal Composition
09/692,797	10/20/00	Wenda Mason	Fatty Acid-Based Herbicidal Composition

9. IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its agent thereunto duly authorized this 11th day of November, 2002.

MONSANTO COMPANY

Dennis R. Hoerner  
Intellectual Property Counsel  
Authorized to sign this document for  
Monsanto Company by resolution  
of the board of Directors  
dated September 20, 2000

By

  
Dennis R. Hoerner, Jr.

Title: Intellectual Property Counsel

ACKNOWLEDGMENT

State of Missouri )  
 )  
County of St. Louis ) SS.

Before me, the undersigned authority, on this 11th day of November, 2002, personally appeared Dennis R. Hoerner, Jr., personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Monsanto Company, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for purposes therein set forth and intending that this instrument be recorded.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

JUDITH A. LORENZ  
Notary Public - State of Missouri  
St. Louis County  
My Commission Expires: November 20, 2003